

COMMITTEE ON LANDS AND BUILDINGS

February 16, 2021

6:30 p.m.

Chairman Shaw called the meeting to order.

Chairman Shaw stated due to the COVID-19/Coronavirus crisis and in accordance with Governor Sununu's Emergency Order #12 pursuant to Executive Order 2020-04, this Committee is authorized to meet electronically.

The Clerk called the roll.

Present: Aldermen Shaw, Levasseur, Cavanaugh, Hirschmann, Long

Messrs.: B. Adams, R. Gagne, J. Donovan, D. van Zanten, Mayor Craig

4. Communications from Brenda Masewic-Adams, Tax Collector, and Robert Gagne, Assessor, regarding City-owned tax deeded parcels scheduled for auction on March 3, 2021.

Chairman Shaw stated you all received the letter with the minimum bids. If there are any questions you can ask them now.

Alderman Long asked do we have to deem the parcels surplus.

Chairman Shaw replied no that has already been done. These are two parcels.

Alderman Long moved to accept the minimum bid recommendations from the Assessor and go out to public auction. Alderman Cavanaugh duly seconded the motion.

Brenda Masewic Adams, Tax Collector, stated I would like to say one thing. If any of the properties meet minimum bid can you authorize the Solicitor to move forward with the sale?

Chairman Shaw stated after reading the letter from Bob Gagne, it is pretty obvious that these properties are questionable in a lot of ways. I think it is in the best interest of the city to accept the minimum bid recommendations and if a bid is reasonable we will accept it.

Alderman Long stated so what she wants added is that the Solicitor execute the contract. Is that correct?

Ms. Adams replied correct.

Alderman Long stated then I will include that as part of the motion. Chairman Shaw called for a vote. The motion carried on a unanimous roll call vote.

5. Communication from Jon Donovan, Office of Youth Services Director, and Denise van Zanten, Library Director, regarding the relocation of the OYS to the West Branch of the Library.

Alderman Levasseur moved to approve. Alderman Long duly seconded the motion.

Alderman Hirschmann stated my question to Denise because she is on the call is I assume there is room at the West Side Library to take in Jonathan and his department but is the library in fact open.

Denise van Zanten, Library Director, stated the main library is doing curbside service and we have been online digital content since the beginning of the pandemic but the branch is not currently open.

Alderman Hirschmann asked when was the last time that branch was open.

Ms. van Zanten answered back in March.

Alderman Hirschmann asked are the employees working at the main branch.

Ms. van Zanten replied yes. All of the librarians rotate through the branch. We don't have dedicated staff for the branch anymore. All of the library employees have been working out of the main building.

Alderman Hirschmann asked is the intent when the pandemic is over to have it as a library for the west side.

Ms. van Zanten responded yes. My intent is to get the branch back open. I can do that without OYS going in. It has just been challenging because I am really short staffed and the branch has...basically we don't have a full-time custodian during the day so there have been some challenges but I can reopen the branch with not as many hours as we had pre-Covid right now. With Jon's group coming in, it allows me to consolidate some of my space and manage it with the 35 employees I have.

Alderman Hirschmann stated there was a youth mentoring group working out of there for a while. Are they still involved at that branch?

Ms. van Zanten answered we were hosting the Hope Program for a while. Jon would have to answer whether or not we are going to continue with that.

Chairman Shaw stated I think they are working out of Elmwood Gardens right now.

Alderman Hirschmann stated okay thank you.

Jonathan Donovan, OYS Director, stated if you are talking about the Hope Program, they are now currently working with MHRA and using their community rooms on the east side and in the south end.

Chairman Shaw asked would it be Rimmon Heights.

Mr. Donovan answered yes and Elmwood. They have programs working in their community rooms so they are not looking for space at the West Side Library or any other place at this time.

Alderman Long asked in the non-assignability clause, if they were to collaborate with an entity like WayPoint or whomever, that non-assignability would allow that correct. Let's say OYS was doing a program with homeless youth and collaborating with WayPoint. Would WayPoint be allowed to work with them in the library? I guess it would be a partnership with OYS so this non-assignability wouldn't fall to them.

Ms. van Zanten stated the plan is that OYS and the Library, whether it is Jon and I going forward or not, would work together. Anything that was going to be brought in as permanent space would need the approval by trustees. If it is partnerships with OYS or the Library, we can still operate our departments and just be courteous of each other.

Alderman Long asked so OYS is getting five offices and a waiting room dedicated to them. Is that correct?

Ms. van Zanten answered yes. The branch has three floors. We have a lower level, a main floor and a second floor. On the second floor we currently have three small offices that are not being used so those would go to Jon and his team. On the main floor, which helps me consolidate services, we would create two more offices for his rotating staff, the roving staff that are out in the field a lot as well as a maker space so there would be a community space on the main floor. All of the floors can be locked down as well as the elevator so it is easy for us to manage the building going forward.

Alderman Long stated it looks like it is \$86,000 with \$22,000 currently in the OYS budget. Is that correct?

Mr. Donovan replied that is correct.

Alderman Long asked and then the \$64,000 is if you include the wish list of lighting and removal of carpet and so forth.

Ms. van Zanten responded yes. There are two phases and then the wish list items that are not necessary. The second floor wasn't fully renovated after the flood. We just painted it and redid flooring that was available. When Facilities walked

the building with us as part of this project, they suggested going forward for energy efficiency that we do the lights on the second floor and get rid of the old carpeting because there is hardwood underneath. Those are the wish list items. Phase II is definitely something we would like to do. We have a back-up plan for that. My foundation has agreed to be the fiscal agent for us to seek grants for that as well.

Chairman Shaw called for a vote. *The motion carried on a unanimous roll call vote.*

6. Communication from Hunter Morris regarding the purchase of 521 Maple Street.
(Note: This property was already declared surplus by the committee on 10/29/2019; attached are responses from the Planning & Community Development Department and Assessor's Office.)

Chairman Shaw stated this property was already declared surplus by the Committee. The problem with this is that we have to make a decision as a committee as to what the best use of the property is. We may want to table this. We have to decide if we want to go with the commercial mixed use which Mr. Morris is requesting in his letter and that may not be conducive to the neighborhood or to zoning or good cause for the neighborhood. We will be discussing one of our tabled items after this and you will see the original plan for two buildings that was requested by a non-profit. Since the property is available now, they may reconsider their dropped offer now that they can obtain both buildings. In thinking about this deeply during the afternoon today, I think it might be in our best interest to table this item. We don't want to lose Mr. Morris but if we could table this until our next meeting it might be a good idea. That would give us time to get more information about who else might be interested in this property. We did already put it out to bid once. The person who took this on

as the real estate broker lost money because then we retracted it. We want to be careful with what we do from this point on with this property.

Alderman Long stated so NeighborWorks originally wanted both of these properties. Do we still have the \$600,000 available? So what you are saying Alderman Shaw is to go back to NeighborWorks to see if they are interested in building affordable housing?

Chairman Shaw stated we should table this to get more information by our next meeting.

Alderman Hirschmann stated it is my opinion that this has been kicking around for a year and a half or two years now. I would like to see two things. One is that the city gets this back on the tax rolls so it is a taxable parcel again and get some money for it. It would be a win-win. We would have some money to put in our reserve account and we could put this back on the tax rolls. I don't want to wait. I think it is time to do something. This guys offer is good and we should accept it.

Mr. Gagne stated I am not sure what the rationale would be to do a direct sale to this interested buyer. The way the ordinance and charter are set up, you would need to offer this in the open market. To make a direct sale you need to have some public good that comes from it. To sell it to a private individual for commercial use for their benefit...I don't believe you can do that unless you list this and offer it in the open market. We know what happened with that last time. The broker brought us 10 or 11 good offers that met the minimum bid and the Board decided that they didn't like the proposed uses and backed out. You can put this off and have a discussion but I think you are going to need to decide what you are willing to accept for a use and then limit the marketing to that use.

Alderman Long stated so the motion would be to direct the Tax Collector to work with a real estate broker to market the property and if Mr. Morris is the highest bidder it would go to him. I guess the question is do we move on this property now or combine Bethel Court and this property and offer it to NeighborWorks for affordable housing? I am looking at affordable housing.

Mayor Craig stated I agree with Alderman Long. The City definitely needs additional affordable housing and I would like to remind the committee that any properties that NeighborWorks works on, they do pay taxes. So as to Alderman Hirschmann's concern, they do rehabilitate the properties and then will pay taxes on those properties. If we can add 10 affordable housing units between these two properties, I think that would be a great thing for us to work toward. The question is whether or not NeighborWorks is still interested.

Chairman Shaw stated personally I would ask the committee to table this.

Hunter Morris stated I would like to make a comment. I appreciate all of the comments and information that was discussed. I now have a better understanding of where you are at with the property. I just wanted to let you guys know that if I can't use that as commercial space for my business then I would still be interested in purchasing the property for solely residential use and maybe make two or three units out of the existing structure with renovations. I would live there and rent out the other units. I know that you guys are discussing looking at more than two or three and that you would like affordable housing in there so you have to weigh those options.

Chairman Shaw asked would it be acceptable to you if we tabled this for one month.

Mr. Morris answered yes definitely. I just wanted to let you know that I heard what you said.

Chairman Shaw stated we appreciate your input.

Chairman Shaw called for a vote.

Alderman Long moved to table. Alderman Hirschmann duly seconded the motion. Chairman Shaw called for a vote. The motion carried on a unanimous roll call vote.

TABLED ITEMS

7. Communication from Brenda Masewic-Adams, Tax Collector, requesting authorization for the Mayor to sign the purchase and sales agreement for 2 Bethel Court (with addendum) and for the Solicitor to conduct the sale.
*(Note: Attached is a communication from the Tax Collector informing the committee that **Mr. Duperron has withdrawn his offer to purchase the property.**)*

Alderman Long moved to remove this item from the table. Alderman Cavanaugh duly seconded the motion. Chairman Shaw called for a vote. The motion carried on a unanimous roll call vote.

Chairman Shaw stated Mr. Duperron has withdrawn his offer to purchase the property so a motion would be in order to receive and file.

Alderman Long asked is this what we are going to be asking NeighborWorks about.

Chairman Shaw answered that has nothing to do with this. We should just receive and file this and from that point on it would be available.

***Alderman Long** moved to receive and file. **Alderman Hirschmann** duly seconded the motion. Chairman Shaw called for a vote. The motion carried on a unanimous roll call vote.*

*There being no further business, **Alderman Long** moved to adjourn. **Alderman Cavanaugh** duly seconded the motion. Chairman Shaw called for a vote. The motion carried on a unanimous roll call vote.*

A True Record. Attest.

A handwritten signature in black ink, appearing to read "Matthew Normand". The signature is fluid and cursive, with a long horizontal stroke at the end.

City Clerk

Brenda Masewic Adams, CTC
Tax Collector



Laura Mills
Deputy Tax Collector

CITY OF MANCHESTER TAX COLLECTOR

Memorandum

DATE: January 27, 2021

TO: Committee on Lands & Buildings

FROM: Brenda Masewic Adams, Tax Collector

RE: **TAX DEEDED PROPERTY AUCTION**

AUCTION DATE: Wednesday, March 3, 2021

PLACE: On-Site Auction

AUCTIONEER: JAMES ST. JEAN AUCTIONEERS

PROPERTIES TO BE DISPOSED BY PUBLIC AUCTION

Status

72 CLAIRE ST	MAP/LOT- 0921/0014	(vacant)
93 WESTCHESTER WAY #4	MAP/LOT- 0645B/0183	(vacant)

All prior owners and mortgagees have been notified of their rights to repurchase prior to disposal as required by RSA 80:89.

Since the disposal is within the 3 year period of the prior owner (s) right to repurchase, any excess proceeds from the sale must be issued to the individual (s) or entity as recorded at the time of the tax deed execution or submitted to the Superior Court for distribution (RSA 80:88).

Respectfully,


Brenda Masewic Adams

Tax Collector

TAX DEEDED PROPERTIES TO BE AUCTIONED ON SITE

AUCTION DATE: WEDNESDAY, MARCH 03, 2021

PRIOR OWNER/S	NOTATIONS	PROPERTY ADDRESS	MAP/LOT	DEED DATE	DEED RECORDED	BOOK/PAGE	Approx. Bal Due Until Disposal	AUCTION DATE & TIME	L&B & BMA MTG FOR APPRVL	Closing Deadline
RICHARD & NANCY COSTELLO	DETACHED CONDO	93 WESTCHESTER WAY UNIT #4	0645B/0183	12/5/2019	12/9/2019	9240/2977	\$125,000	3/03/21 @3pm	3/16/2021	12n @4/16/21
JAMES A. SACK	SINGLE FAM	72 CLAIRE ST	0921/0014	12/5/2019	12/9/2019	9240/2975	\$32,000	3/03/21 @4pm	3/16/2021	12n @4/16/21

***TOTAL \$157,000**

*Balance approx. due to impending expenses until disposal



CITY OF MANCHESTER Board of Assessors

One City Hall Plaza, West Wing
Manchester, New Hampshire 03101
Tel: (603) 624-6520 – Fax: (603) 628-6288
Email: assessors@ci.manchester.nh.us
Web: www.ManchesterNH.Gov



Robert J. Gagne, Chairman
Michael W. Hurley

Lisa Turner
Assistant to Assessors

To: Barbara Shaw, Committee on Lands & Buildings
From: Board of Assessors
Date: February 1, 2021
Re: City Owned Tax Deeded Parcels Scheduled for Auction in March 2021
Request to Value Property

The Assessors have completed an analysis of the estimated market value of the above-referenced properties. The following is a summary of important facts and the value estimate:

Property Location	Two parcels / List attached
Assessors Map/Lot	Two parcels / List attached
Property Owner	City of Manchester
Deed Book/Page	Various (2 parcels)
Date Acquired	Acquired December 2019 / Tax deeded parcels
Improved/Vacant	List attached
Total Land Area	List attached
Current Zoning	Various (2 parcels)
Overlay District	N/A
Easements / Restrictions	None known
Estimated Value	To be disclosed in non-public session (RSA 91-A:3 II(d))
Comments	Two tax deeded parcels scheduled for auction. Recommend discussion of value in non-public session (RSA 91-A:3 II(d)).

Respectfully,

Robert J. Gagne, CNHA, NHCG
Chairman

Parcel Descriptions

Location	Map/Lot	Description
72 Claire St	921/14	Single family Ranch style house built in the 1950's / Poor condition
93 Westchester Wy Unit #4 The Talons at Radburn	645B/183	Detached Condo, Ranch style, Built in 2002, Avg Cond.

State Use 1010
Print Date 01-29-2021 4:08:49 P

2017
MANCHESTER, NH
VISION

Property Location 72 CLAIRE ST
Vision ID 29419

Account # 16829802

Map ID 0921//0014//
Bldg # 1

Bldg Name
Sec # 1 of 1

Card # 1 of 1

State Use 1010
Print Date 01-29-2021 4:08:50 P

CONSTRUCTION DETAIL						CONSTRUCTION DETAIL (CONTINUED)					
Element		Cd	Description			Element		Cd	Description		
Style:	01		Ranch								
Model:	01		Residential								
Grade:	03		Average								
Stories:	1		1 Story								
Occupancy	1					CONDO DATA					
Exterior Wall 1	25		Vinyl Siding			Parcel Id		C		Owne	
Exterior Wall 2									B		S
Roof Structure:	03		Gable/Hip			Adjust Type	Code		Description		Factor%
Roof Cover	03		Asphalt			Condo Flr					
Interior Wall 1	05		Drywall			Condo Unit					
Interior Wall 2						COST / MARKET VALUATION					
Interior Flr 1	14		Carpet			Building Value New			132,605		
Interior Flr 2											
Heat Fuel	02		Oil			Year Built			1956		
Heat Type:	04		Forced Hot Air			Effective Year Built			1984		
AC Type:	03		Central Air			Depreciation Code			AV		
Total Bedrooms	03		3 Bedrooms			Remodel Rating					
Total Bthrms:	1					Year Remodeled					
Total Half Baths	0					Depreciation %			32		
Total Xtra Fixtrs						Functional Obsol			0		
Total Rooms:	5					External Obsol			0		
Bath Style:	02		Average			Trend Factor			1		
Kitchen Style:	02		Average			Condition					
MHP						Condition %					
						Percent Good			68		
						RCNLD			90,200		
						Dep % Ovr					
						Dep Ovr Comment					
						Misc Imp Ovr					
						Misc Imp Ovr Comment					
						Cost to Cure Ovr					
						Cost to Cure Ovr Comment					
OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)											
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value	
SHD1	SHED FRAME	L	120	12.00	2016		50		0.00	700	
PAT1	PATIO-AVG	L	72	9.00	2016		30		0.00	200	
BUILDING SUB-AREA SUMMARY SECTION											
Code	Description			Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value			
BAS	First Floor			904	904	904	124.39	112,453			
UBM	Basement, Unfinished			0	808	162	24.94	20,152			
Ttl Gross Liv / Lease Area				904	1,712	1,066		132,605			

Property Location 93 WESTCHESTER WY #4
Vision ID 127165 Account #

Map ID 0645/B / 0183/ /
Bldg # 1

Bldg Name
Sec # 1 of 1 Card # 1 of 1

State Use 1020
Print Date 01-29-2021 4:09:51 P

CURRENT OWNER				TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT				2017 MANCHESTER, NH VISION							
CITY OF MANCHESTER TAX COLL								Description	Code	Appraised	Assessed								
1 CITY HALL PLAZA								RESIDNTL	1020	192,800	192,800								
MANCHESTER NH 03101				SUPPLEMENTAL DATA															
				Alt Prcl ID Land Adjus Voided NO Total SF 0 Zone Frontage/D GIS ID 645B-183			RAD OR C 700 Callback Lt Sketch Not Land Class Parcel Zip 03104 Assoc Pid#												
							Total			192,800	192,800								
RECORD OF OWNERSHIP				BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)									
CITY OF MANCHESTER TAX COLL				9240	2977	12-06-2019	U	I	62,600	41	Year	Code	Assessed	Year	Code	Assessed V	Year	Code	Assessed
COSTELLO, NANCY E				0000	0000	10-22-2018	U	I	0	38	2020	1020	192,800	2019	1020	192,800	2018	1020	192,800
COSTELLO, RICHARD H				6625	2078	04-30-2002	U	I	219,900	00									
PINKERTON HILLS DEVELOPMNT CO				0	0	05-11-2001			0										
				Total			192800			Total	192800	Total	192800	Total	192800				
EXEMPTIONS				OTHER ASSESSMENTS				This signature acknowledges a visit by a Data Collector or Assessor											
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int											
Total			0.00																
ASSESSING NEIGHBORHOOD									APPAISED VALUE SUMMARY										
Nbhd	Nbhd Name		B	Tracing		Batch			Appraised Bldg. Value (Card)					192,800					
310									Appraised Xf (B) Value (Bldg)					0					
								Appraised Ob (B) Value (Bldg)					0						
								Appraised Land Value (Bldg)					0						
								Special Land Value					0						
								Total Appraised Parcel Value					192,800						
								Valuation Method					C						
								Total Appraised Parcel Value					192,800						
BUILDING PERMIT RECORD									VISIT / CHANGE HISTORY										
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpost/Result					
									04-13-2006	KM			00	Meas & Int Insp.					
									09-13-2005	BB			02	2nd Visit Not Home					
									09-13-2005	BB			01	Meas/Int Estimate					
LAND LINE VALUATION SECTION																			
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	I. Factor	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment	Adj Unit P	Land Value				
1	1020	CONDO MDL-0			0 SF	0	1.00000	1	1.00	310	1.150		0.0000	0	0				
Total Card Land Units					0 AC	Parcel Total Land Area					0.0000	Total Land Value				0			

A black and white photograph of a single-story house with a gabled roof. The house features a large two-car garage on the left side and a front porch with a door and a window. The roof has a decorative vent in the gable. The house is surrounded by trees and a driveway.

Lands and Buildings Committee
One City Hall Plaza
Manchester, New Hampshire 03101

February 1, 2021

Dear Madam Chair,

The Office of Youth Services' lease for our current office space will expire on June 30, 2021. Given this circumstance I was approached by Library Director, Denise van Zanten, this past summer about developing a plan that will mutually benefit both the Office of Youth Services and the Library Department by sharing space at the Branch Library building.

The Library and OYS have regularly partnered on mutual programs for the benefit of our community. With this established partnership the Library Director has suggested that some space at the Branch Library could be repurposed to house the Office of Youth Services and provide expanded access to library services on the west side at the same time. Director van Zanten and I have the approval of the Library Trustees to develop this plan and the Mayor has also given her permission to explore the efficacy of this plan further and recommended we address it with this committee

The space allocated to the Office of Youth Services provides for offices, communal staff space and for the development of a community space that the Library and OYS can use for programming to assist the youth in our city. Phase one of this plan creates the office space for OYS to move in and the estimated minimum cost to relocate is \$22,000 and funding has been identified within the current operational OYS budget. Phase one can be completed in approximately three months' time. Phase two of the project, which could be funded under CIP or with grants, creates the shared community space on the main floor of the branch library and can be completed at a later date. This plan allows the library to provide more service hours at the branch with their current staffing levels and enables them to expand programming space in the building. Our proposal has been discussed with both the City's Facility Division and Information Systems and they assisted with the cost analysis.

This potential space sharing proposal will result in cost savings for the city going forward as the Office of Youth Services will once again be housed in a city building and not be paying rent or additional networking connection needs.

Denise and I would appreciate the opportunity to discuss the cost savings of \$26,400 in the OYS budget going forward and the benefits to both of our departments in more detail. We will be in attendance at your next meeting to address any questions the committee may have. In preparation for that discussion

we have included the estimated costs of the project for each phase, floor plans of the building and a draft of a Memorandum of Understanding.

Respectfully,

Jon Donovan

Jon Donovan
Director, Youth Services

Denise M. van Zanten

Denise M. van Zanten
Library Director

Enc.

cc: Honorable Mayor Joyce Craig
Library Board of Trustees
Alderman Will Stewart, Aldermanic Liaison Library

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING (MOU) made this __ day of _____, 2021 by and between the City of Manchester, Office of Youth Services (OYS) and the City of Manchester Library, (together, the Parties).

WHEREAS, The Manchester City Library has a Branch building located at 76 North Main Street (Building) that has the room to offer space to the City's Office of Youth Services; and

WHEREAS, It is the Library Director and Office of Youth Services Director's intent to allow OYS to be housed in a building that is on the city's network and security systems, rather than in rented private space; and

WHEREAS, The Library Trustees have the full authority over Library buildings in the City of Manchester and as such need an agreement with the City to allow this shared use of space.

NOW THEREFORE, the Library Trustees hereby grants the OYS use of space within the Building all upon and subject to the following terms, provisions, covenants and conditions, to wit:

1. TERM.

The Term of this MOU shall be effective July 1, 2021 and shall expire on July 30, 2026. A subsequent MOU may be issued, upon renegotiated terms and with all required approvals, for an additional term(s) not to exceed 5 years in any one term period. Notwithstanding the above provisions of this Section 1, this MOU may be terminated by either party upon 3 months written notice to the opposing party. Upon termination, any space occupied by OYS shall revert to Library use.

2. USE.

OYS staff will have access to their area and shared spaces both during and outside the Building's Library operational hours. OYS and the Library Director will agree to set operational hours as needed for the efficient operation of the Parties. The Parties agree to abide by all Library and City rules and regulations and will respect the confidential nature of client interactions and designated spaces. The Parties agree to maintain shared communal spaces such as restrooms, lunch areas, and meeting areas in a cleanly and respectful manner.

3. MAINTENANCE, REPAIR, AND RENOVATION OF BUILDING.

Library Management will oversee maintenance of the Building. OYS staff will report any maintenance and repair issues to Library Management in a timely manner. OYS shall not make any renovations or add any fixtures to the Building without written approval of the Library Trustees.

4. UTILITIES, PHONES, AND INTERNET.

The Library will pay for electric and gas services for the Building based upon agreed operational hours for the first year. After the first year, the Parties will evaluate the impact of additional operating hours on the cost of electricity and gas. OYS will pay the cost of any significant additional costs of electricity and gas for the remainder of the term of this MOU, price to be negotiated by the Parties in good faith. OYS will pay for their phones and additional internet lines as needed. Library staff and attendant public networks shall be maintained separately from those of OYS.

5. NONASSIGNABILITY.

OYS may not, under any circumstances whatsoever, assign its rights under this MOU to another party nor allow the use of any part of the Building by another party.

6. NOTICES.

All notices provided for in this MOU shall be in writing and sent by interoffice or regular mail, addressed as follows:

If to the OYS:

If to the Library: Manchester City Library, 405 Pine Street, Manchester, NH 03104,
ATTN: Library Director

IN WITNESS WHEREOF, this Memorandum of Understanding has been entered into as of the date first above written, and executed in multiple counterparts by the respective officers of the Parties hereto, thereunto duly authorized.

CITY OF MANCHESTER
OFFICE OF YOUTH SERVICES

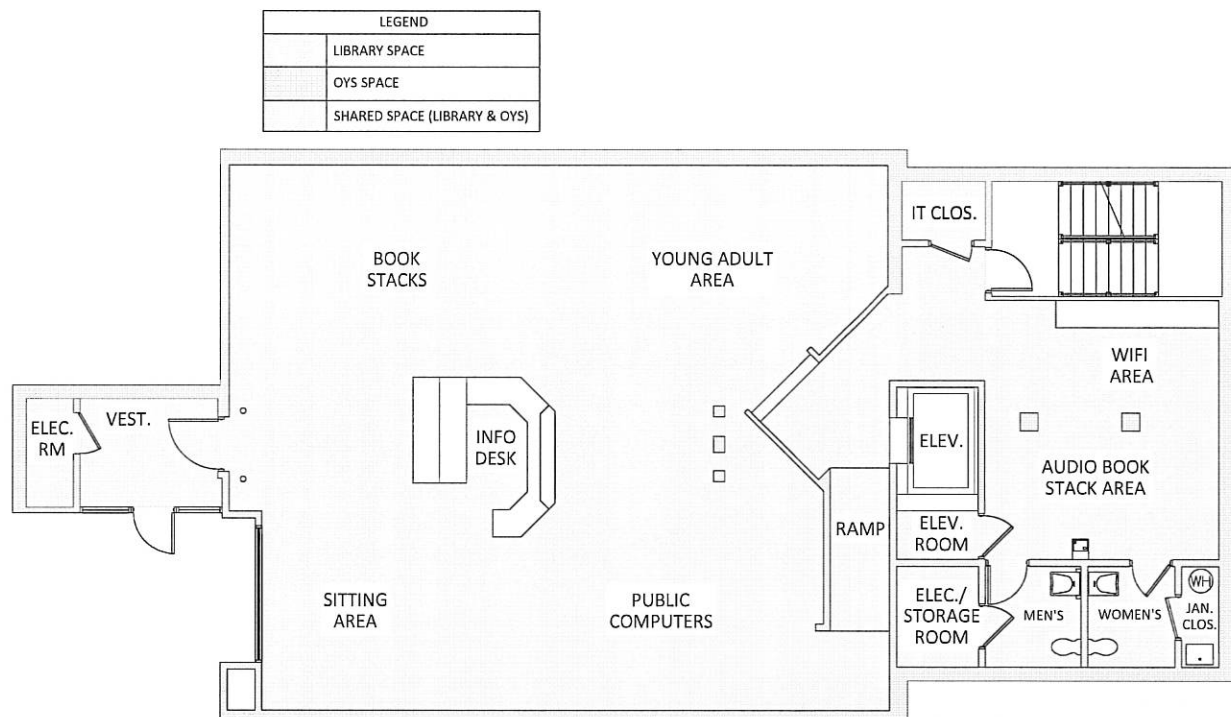
By _____
Jonathan Donovan, Director
Director

Date _____

CITY OF MANCHESTER
MANCHESTER CITY LIBRARY

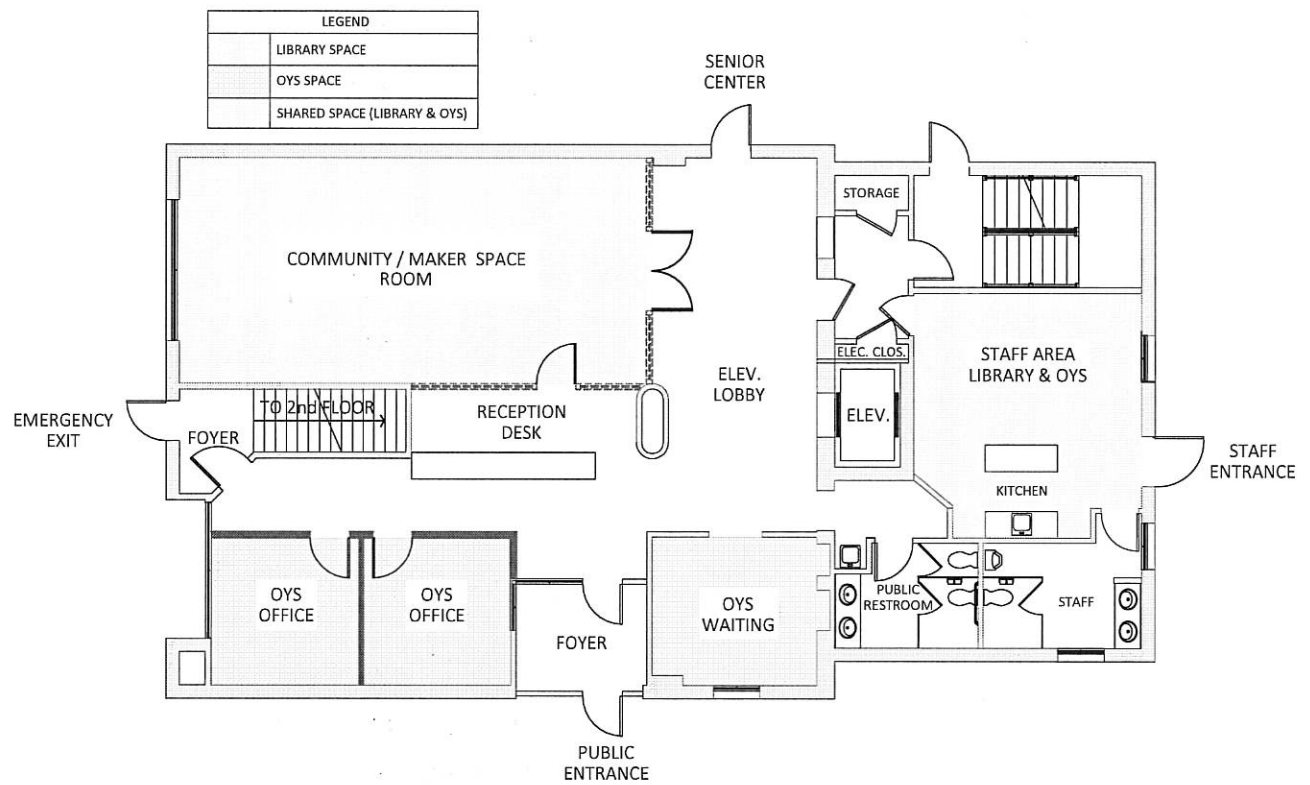
By _____
Denise M. van Zantan,

Date _____



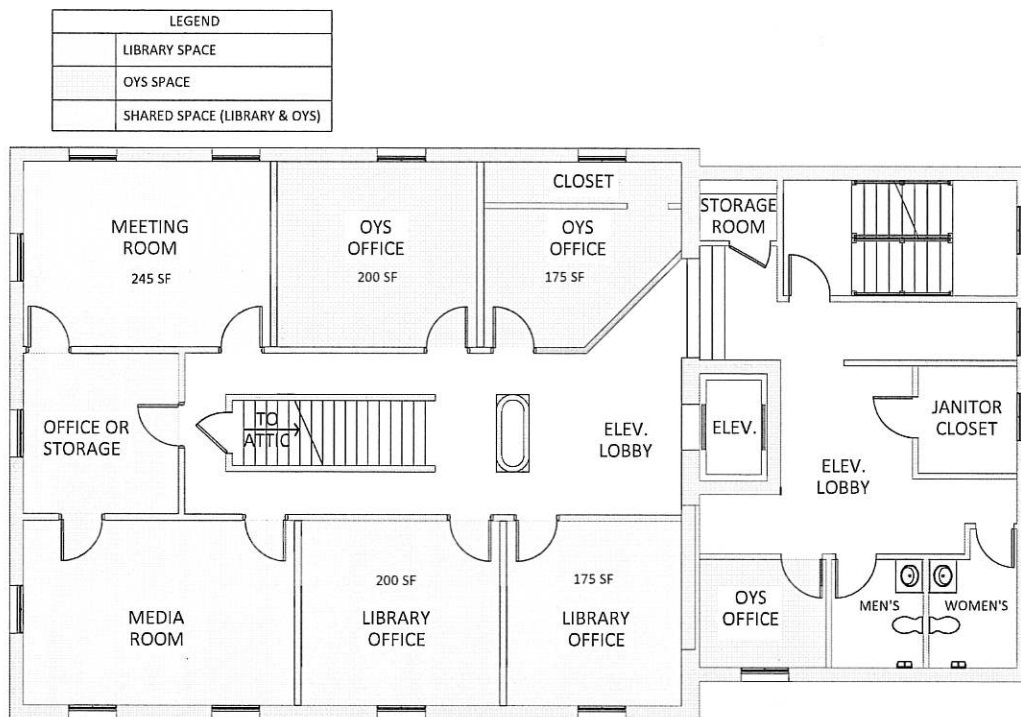
GROUND FLOOR PLAN

SCALE: NOT TO SCALE



FIRST FLOOR PLAN

SCALE: NOT TO SCALE



SECOND FLOOR PLAN

SCALE: NOT TO SCALE

Estimated Costs for OYS to share Branch Library Building

Phase I to be paid from operating budgets no additional funds needed.

New City Standard locks (Schlage) 1 st floor for new OYS areas/keys	\$1,200
Renovation main floor to offices with doors	\$6,300
Network and Phone connections for OYS	\$6,000
Additional Electrical Outlets	\$2,500
Moving of Library materials/OYS furnishings	\$5,000
Contingency 10%	<u>\$1,000</u>
Total building prep for OYS to move into Branch	\$22,000 (\$0 needed)

Phase II (can be done after OYS in) put in under CIP FY22/grants

Glass walls and doors Makerspace/Mtg area shared	\$30,000
1 st floor Public Bathroom modification - make unisex	\$ 5,000
Convert/Update rest of door locks to City standard	<u>\$12,000</u>
Total	\$47,000 (\$0 needed now)

Wish List (suggested during planning process)

2 nd Floor Lighting	\$7,000
Remove Carpeting, Refinish Wood Floors (2 nd Floor)	<u>\$10,000</u>
Total Wish List	\$17,000 (\$0 needed now)

Hunter Morris
Wire to Wire Technologies
66A Ashland Street, Manchester, NH 03104
603-809-6919 Hmorris@wiretowiretechnologies.com

January 11, 2021

Brenda Masewic Adams
Manchester Tax Collector's Office
One City Hall Plaza – West Wing, Manchester, NH 03101
603-624-6575

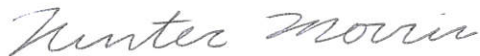
To Whom It May Concern:

My name is Hunter Morris and I am the owner of Wire to Wire Technologies, an IT company based here in Manchester, NH. I have been on the search for a property to move my growing business into and I came across 521 Maple street last year when it was listed on the market. I am writing to you at this time to express my interest in this property.

I currently live and run my business out of Manchester which makes this property location convenient. I intend to bring the property up to code and perform renovations to utilize it as a commercial space for my business. If zoning permits, I plan to explore converting this property to mix use so I can use it as my primary residence as well. The end goal would be one commercial and one residential unit. My business provides remote and onsite services so our customers would not have an impact on traffic or parking in the area.

I am a qualified buyer and have already been pre-approved by a lender. Letter available upon request. Thank you for taking the time to review this letter. If purchasing this property is possible, I look forward to hearing back on the next steps.

Sincerely,



Hunter Morris



CITY OF MANCHESTER Board of Assessors

One City Hall Plaza, West Wing
Manchester, New Hampshire 03101
Tel: (603) 624-6520 – Fax: (603) 628-6288
Email: assessors@ci.manchester.nh.us
Web: www.ManchesterNH.Gov



Robert J. Gagne, Chairman
Michael W. Hurley

Lisa Turner
Assistant to Assessors

To: Chairman Barbara Shaw, Committee on Lands & Buildings
From: Board of Assessors
Date: February 9, 2021
Re: Map 410, Lot 35 / 521 Maple St / City Owned Office Building
Request to Value Property

The Assessors have completed an analysis of the estimated market value of the above-referenced property. The following is a summary of important facts and the value estimate:

Property Location	521 Maple St
Assessors Map/Lot	Map 410, Lot 35
Property Owner	City of Manchester
Deed Book/Page	Bk - Pg Unknown / Undetermined
Date Acquired	Unknown / Not a Tax deeded parcel
Improved/Vacant	Improved / Small Office Building (3,755 square feet)
Total Land Area	10,248 square feet
Current Zoning	B-1 / Neighborhood Business
Overlay District	N/A
Easements	None known
Estimated Value	To be disclosed in non-public session (RSA 91-A:3 II(d))
Comments	Woodframe structure believed to have originally been constructed in 1890 and currently containing approximately 3,775 square feet of gross useable office area. Used most recently by the City School District. Building would need sprinkler system installed for continued use by the District, which has abandoned the use, reportedly due to high cost of retrofitting building to current safety standards. Currently vacant. Subject site is serviced by all public utilities. Recommend discussion of value in non-public session (RSA 91-A:3 II(d)).

Respectfully,

Robert J. Gagne
Chairman

Property Location: 521 MAPLE ST

MAP ID:0410/ / 0035/ /

Bldg Name:

State Use:9200

Vision ID: 12095

Account #12404968

Bldg #: 1 of 1

Sec #: 1 of 1

Card 1 of 1

Print Date:10/07/2019 09:39

CURRENT OWNER		TOPO.	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT				2017 MANCHESTER, NH VISION									
CITY OF MANCHESTER		11 Suitable	1 All Public	1 Paved	9 Corner	Description	Code	Appraised Value	Assessed Value										
% CITY CLERK ONE CITY HALL PLAZA MANCHESTER, NH 03101 Additional Owners:		1 Level		5 Curb & Gutter	1 Urban	EXEMPT	9200	217,700	217,700										
				6 Sidewalk		EXM LAND	9200	99,000	99,000										
SUPPLEMENTAL DATA						EXEMPT	9200	1,400	1,400										
Other ID:				RAD OR CADCAD = 720															
Land Adjust NO				Callback Ltr															
Voided NO				Sketch Note															
Total SF 10248				Land Class E															
Zone				Parcel Zip 03104-4949															
Frontage/Dep No				ASSOC PID#															
GIS ID: 410-35						Total				318,100									
										318,100									
RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	q/u	v/i	SALE PRICE	V.C.	PREVIOUS ASSESSMENTS (HISTORY)											
CITY OF MANCHESTER			03/10/2006			0		Yr.	Code	Assessed Value	Yr.	Code	Assessed Value						
								2018	9200	217,700	2017	9200	217,700						
								2018	9200	99,000	2017	9200	99,000						
								2018	9200	1,400	2017	9200	1,400						
								Total:	318,100	Total:	318,100	Total:	318,100						
EXEMPTIONS			OTHER ASSESSMENTS						This signature acknowledges a visit by a Data Collector or Assessor										
Year	Type	Description	Amount	Code	Description	Number	Amount	Comm. Int.											
Total:																			
ASSESSING NEIGHBORHOOD										APPAISED VALUE SUMMARY									
NBHD/ SUB		NBHD NAME		STREET INDEX NAME		TRACING		BATCH		Appraised Bldg. Value (Card)									
605/A										217,700									
										Appraised XF (B) Value (Bldg)									
										0									
										Appraised OB (L) Value (Bldg)									
										1,400									
										Appraised Land Value (Bldg)									
										99,000									
										Special Land Value									
										0									
										Total Appraised Parcel Value									
										318,100									
										Valuation Method:									
										C									
										Adjustment:									
										0									
										Net Total Appraised Parcel Value									
										318,100									
BUILDING PERMIT RECORD										VISIT/ CHANGE HISTORY									
Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments	Date	Type	IS	ID	Cd.	Purpose/Result					
									11/14/2005			DP	02	2nd Visit Not Home					
									10/14/2000			DP	01	Meas/Int Estimate					
									05/30/1991				00	Meas & Int Insp.					
LAND LINE VALUATION SECTION																			
B #	Use Code	Use Description	Zone	Frontage	Depth	Units	Unit Price	I. Factor	S A	C. Factor	ST. Idx	S.I. Adj.	Notes- Adj	Rec Y/N	CU Cond	Special Pricing	Adj. Unit Price	Land Value	
1	9200	NON PROFIT MDL-94				10,248	7.73	1.0000	1	1.00	605	1.25		N	0.000		9.66	99,000	
Total Card Land Units:						0.24	AC	Parcel Total Land Area:						0.24	AC	Total Land Value:			
																99,000			

Property Location: 521 MAPLE ST

MAP ID:0410/ / 0035/ /

Bldg Name:

State Use:9200

Vision ID: 12095

Account #12404968

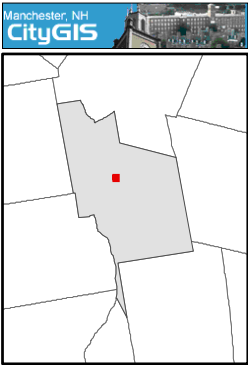
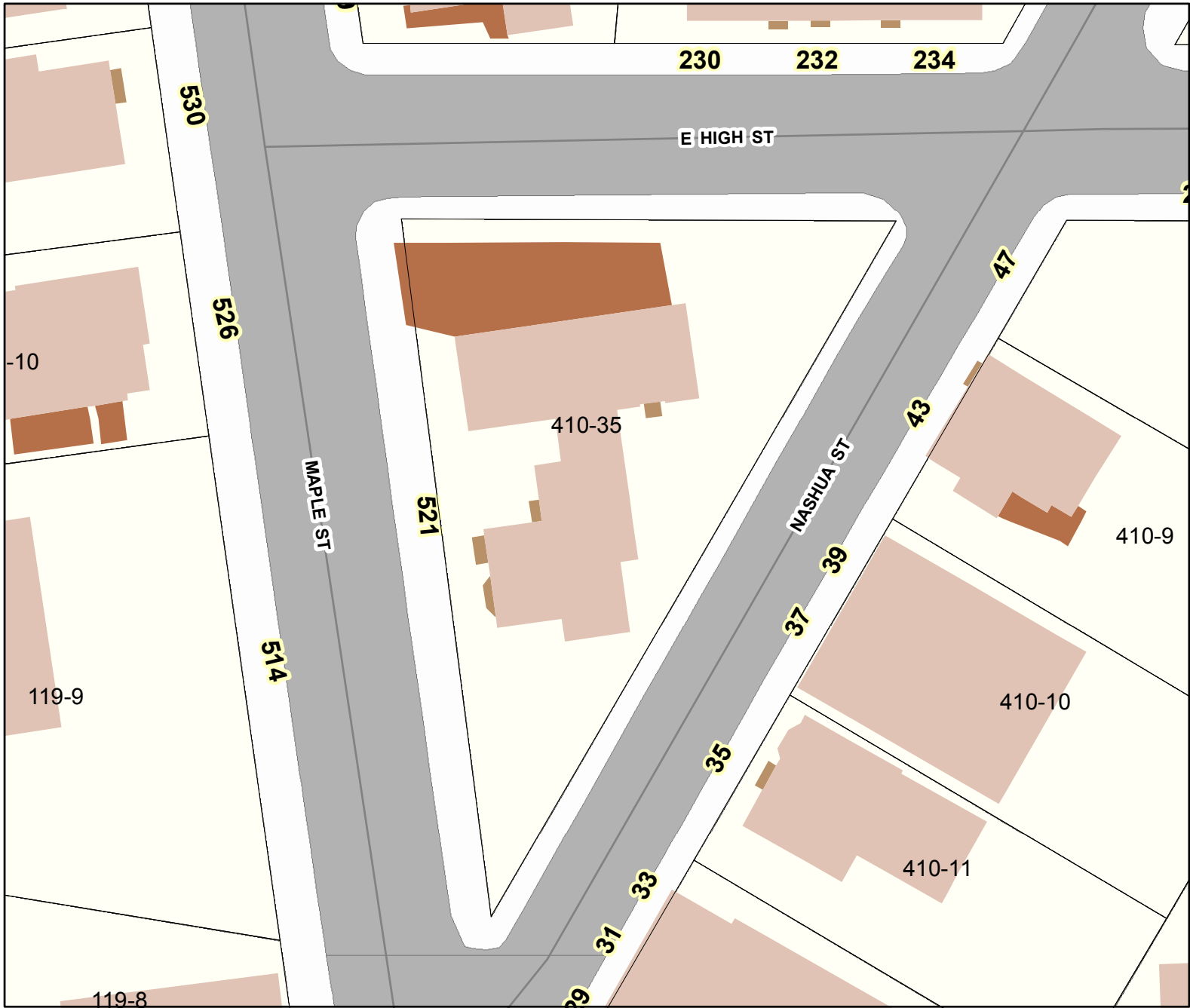
Bldg #: 1 of 1

Sec #: 1 of 1

Card 1 of 1

Print Date:10/07/2019 09:39

CONSTRUCTION DETAIL					CONSTRUCTION DETAIL (CONTINUED)							
Element	Cd.	Ch.	Description	Element	Cd.	Ch.	Description					
Style	18		Office Bldg									
Model	94		Commercial									
Grade	04		Average +05									
Stories	1.75											
Occupancy	1			MIXED USE								
Exterior Wall 1	25		Vinyl Siding	Code	Description		Percentage					
Exterior Wall 2				9200	NON PROFIT MDL-94		100					
Roof Structure	03		Gable/Hip									
Roof Cover	03		Asph/F Gls/Cmp									
Interior Wall 1	03		Plastered	COST/MARKET VALUATION								
Interior Wall 2												
Interior Floor 1	14		Carpet	Adj. Base Rate:		78.67						
Interior Floor 2	05		Vinyl/Asphalt									
Heating Fuel	02		Oil	Replace Cost		340,099						
Heating Type	05		Hot Water	AYB		1890						
AC Type	01		None	EYB		1980						
				Dep Code		AV						
Bldg Use	9200		NON PROFIT MDL-94	Remodel Rating								
Total Rooms				Year Remodeled								
Total Bedrms	00			Dep %		36						
Total Baths	0			Functional ObsInc		0						
				External ObsInc		0						
				Cost Trend Factor		1						
				Condition								
Heat/AC	00		NONE	% Complete								
Frame Type	02		WOOD FRAME	Overall % Cond		64						
Baths/Plumbing	02		AVERAGE	Apprais Val		217,700						
Ceiling/Wall	06		CEIL & WALLS	Dep % Ovr		0						
Rooms/Prtns	02		AVERAGE	Dep Ovr Comment								
Wall Height	8			Misc Imp Ovr		0						
% Conn Wall				Misc Imp Ovr Comment								
				Cost to Cure Ovr		0						
				Cost to Cure Ovr Comment								
OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)												
Code	Description	Sub	Sub Descript	L/B	Units	Unit Price	Yr	Gde	Dp Rt	Cnd	%Cnd	Apr Value
PAV1	PAVING-ASPH			L	1,200	2.30	2016		0		50	1,400
BUILDING SUB-AREA SUMMARY SECTION												
Code	Description			Living Area		Gross Area	Eff. Area		Unit Cost		Undeprec. Value	
BAS	First Floor			2,302		2,302	2,302				181,10	
FHS	Half Story, Finished			105		210	105				8,26	
FOP	Porch, Open			0		95	24				1,88	
TQS	Three Quarter Story			1,368		1,824	1,368				107,62	
UBM	Basement, Unfinished			0		2,074	519				40,83	
WDK	Deck, Wood			0		50	5				39	
Ttl. Gross Liv/Lease Area:				3.775		6.555	4.323				340.09	

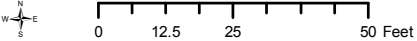


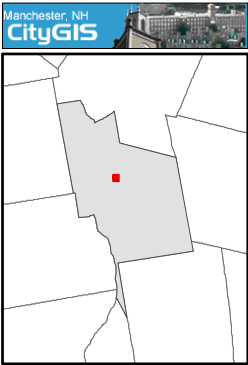
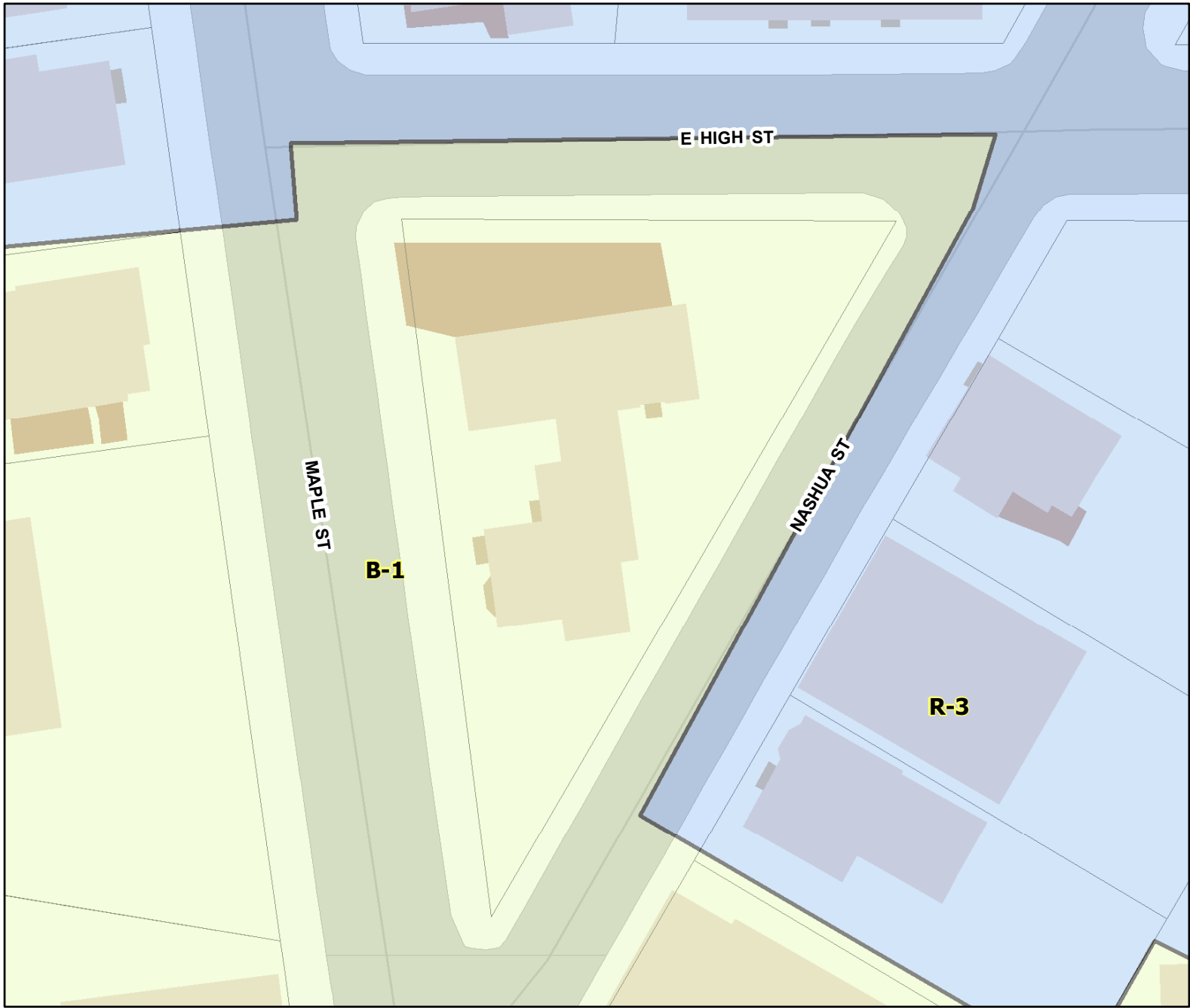
Area Map Showing Extent Of Map At Left



DISCLAIMER

The information appearing on this map is for the convenience of the user and is not an official public record of the City of Manchester, NH (the "City"). This map is not survey-quality. All boundaries, easements, areas, measurements, rights-of-way, etc. appearing on this map should only be considered approximations, and as such have no official or legal value. The City makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this information for any particular use. The City assumes no liability whatsoever associated with the use or misuse of this information. The official public records from which this information was compiled are kept in the offices of various City, County, and State government agencies and departments, and are available for inspection and copying during normal business hours. By using this map, you agree to these terms and conditions.



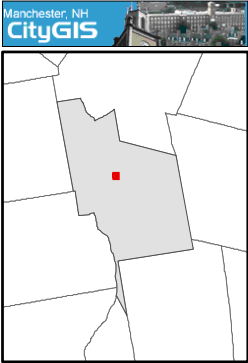


Area Map Showing Extent Of Map At Left



DISCLAIMER

The information appearing on this map is for the convenience of the user and is not an official public record of the City of Manchester, NH (the "City"). This map is not survey-quality. All boundaries, easements, areas, measurements, rights-of-way, etc. appearing on this map should only be considered approximations, and as such have no official or legal value. The City makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this information for any particular use. The City assumes no liability whatsoever associated with the use or misuse of this information. The official public records from which this information was compiled are kept in the offices of various City, County, and State government agencies and departments, and are available for inspection and copying during normal business hours. By using this map, you agree to these terms and conditions.



Area Map Showing Extent Of Map At Left



DISCLAIMER

The information appearing on this map is for the convenience of the user and is not an official public record of the City of Manchester, NH (the "City"). This map is not survey-quality. All boundaries, easements, areas, measurements, rights-of-way, etc. appearing on this map should only be considered approximations, and as such have no official or legal value. The City makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this information for any particular use. The City assumes no liability whatsoever associated with the use or misuse of this information. The official public records from which this information was compiled are kept in the offices of various City, County, and State government agencies and departments, and are available for inspection and copying during normal business hours. By using this map, you agree to these terms and conditions.



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Leon L. LaFreniere, AICP
Director

Planning & Land Use Management
Building Regulations
Code Enforcement Division
Community Improvement Program
Zoning Board of Adjustment

Pamela H. Goucher, AICP
Deputy Director Planning & Zoning

Michael J. Landry, PE, Esq.
Deputy Director Building Regulations

February 9, 2021

Alderman Barbara Shaw, Chairman
Committee on Lands and Buildings
Board of Mayor and Aldermen
One City Hall Plaza
Manchester, New Hampshire 03101

Re: Request to Purchase 521 Maple Street, Tax Map 410 Lot 35

Dear Chairwoman Shaw and Honorable Committee Members:

The City has received a request to purchase the City-owned real estate referenced above. The purpose of this letter is to provide a response from the Planning and Community Development Department (PCD), pursuant to Sections 34.15 – 25 of the Manchester Code of Ordinances.

As shown on the map included with this letter, the property is a triangular-shaped parcel located at the intersection of Maple Street, Nashua Street, and East High Street. It is occupied by a two-story, 6,500-square-foot building, which was most recently used by the School District. Before that, the City leased it to the Latin American Center, Inc. for decades. The School District left the building more than a year ago, as it did not have a sprinkler system. It has been unoccupied since.

Due to the lack of use that the City has for the building and the expense of installing a sprinkler system, PCD recommends that it would be in the City's best interest to determine the property "surplus," pursuant to Sections 34.21–22 of the Code, and sell it. Please note that the Code requires City-owned lots to be sold publicly, unless another manner of sale would be in the best interest of the City or required by justice.

The request letter submitted by Mr. Morris states that he would like to use the property for both his information-technology business and his residence. There may be a variance and a conditional-use permit needed from the City to accommodate the proposed uses and parking demands, which could be made contingencies of the sale.

A member of PCD staff will be available at your next meeting, should you have any questions.

Sincerely,

Jeffrey Belanger, AICP
Senior Planner
Manchester Planning and Community Development Department

Cc: Robert Gagne, Chairman, Board of Assessors
Brenda Masewic Adams, Tax Collector
Kevin Sheppard, P.E., Director of Public Works
File

521 Maple Street

East High Street

Maple Street

Nashua Street

0 12.5 25 50
Feet



Produced by the Manchester Planning and Community Development Department
for a report submitted to the Committee on Lands and Buildings

Brenda Masewic Adams, CTC
Tax Collector



Laura Mills
Deputy Tax Collector

CITY OF MANCHESTER
TAX COLLECTOR

DATE: January 25, 2021

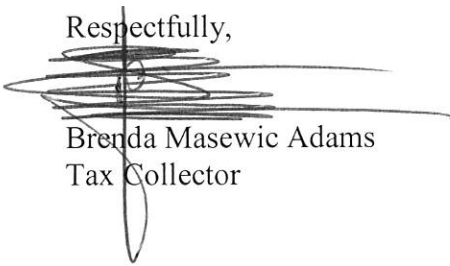
TO: Committee on Lands & Buildings
FROM: Brenda Masewic Adams, Tax Collector
RE: Map 0006, Lot 0003A; 2 Bethel Ct
Prior Owner: Karen K. Gould
Deed Bk/Pg: 6372/1970
Deed Recording: 03/16/2001
Back Taxes: \$0.00

On November 10, 2020 the Board of Mayor and Aldermen approved the disposition of 2 Bethel Ct, Map 0006 Lot 0003A and authorized the Tax Collector to negotiate the sale with Robert Duperron. Mr. Duperron is the owner of 170 Amherst St which abuts 2 Bethel Ct.

A purchase and sales agreement was submitted and reviewed at the last Committee meeting held on January 19, 2021 and tabled, pending the resubmittal of a revised P&S by Mr. Duperron removing stipulation item #17 (a) from the sales agreement.

Mr. Duperron has since withdrawn his offer to purchase the property. The deposit of \$10,000 has been refunded.

Respectfully,


Brenda Masewic Adams
Tax Collector

*Brenda Masewic Adams, CTC
Tax Collector*



*Laura Mills
Deputy Tax Collector*

CITY OF MANCHESTER TAX COLLECTOR

DATE: December 29, 2020
TO: Committee on Lands & Buildings
FROM: Brenda Masewic Adams, Tax Collector
RE: Map 0006, Lot 0003A; 2 Bethel Ct
Prior Owner: Karen K. Gould
Deed Bk/Pg: 6372/1970
Deed Recording: 03/16/2001
Back Taxes: \$0.00

On November 10, 2020 the Board of Mayor and Aldermen approved the disposition of 2 Bethel Ct, Map 0006 Lot 0003A and authorized the Tax Collector to negotiate the sale with Robert Duperron. Mr. Duperron is the owner of 170 Amherst St which abuts 2 Bethel Ct.


Attached is the purchase and sales agreement which has a purchase price cash offer of \$200,000. A deposit of \$10,000 was made and is held on account. Closing is tentatively scheduled for January 27, 2021, pending the sale approval by the Board of Mayor and Aldermen.

Please review item number 17 of the purchase and sales agreement. Our Solicitors Office may need to add an addendum to the sales agreement to remove those terms from the sale.

I would like to request that the Board authorize Mayor Joyce Craig to sign the purchase and sales agreement with an addendum and the Solicitor's Office to conduct the sale.

The Notice to Former Owner to Repurchase (RSA 80:89) and Distribution of Proceeds (RSA 80:88) does not apply since this is not tax deeded property.

Respectfully,


Brenda Masewic Adams
Tax Collector

PURCHASE AND SALES AGREEMENT

AGREEMENT made this ____ day of December 2020, by and between the **CITY OF MANCHESTER**, a municipal corporation, of 1 City Hall Plaza, Manchester, NH, 03101 hereinafter referred to as SELLER, and **G. Robert Duperron** with mailing address of P.O. Box 5653, Manchester, NH 03108, and his nominee or assigns, hereinafter referred to as BUYER.

The "**EFFECTIVE DATE**" will be that date when all parties have been emailed a copy of this agreement signed and dated by all parties.

In consideration of the mutual promises contained in this Agreement, Buyer and Seller hereby agree as follows:

1. **PREMISES.** Seller agrees to convey, and Buyer agrees to purchase improved parcel of land located at **2 Bethel Court**, Manchester, Hillsborough County, New Hampshire 03103; being the same as described in deed to Seller dated March 16, 2001 and recorded in Hillsborough County Registry of Deeds at Book 6372, Page 1970; being shown as City of Manchester Tax Map 6, Lot 3A (the "Premises").
2. **PURCHASE PRICE.** Subject to the terms and conditions of this Agreement, Buyer shall pay to Seller the sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) (the "Purchase Price"), being the appraised value as shown on appraisal attached hereto as EXHIBIT A.
3. **DEPOSIT.** To bind this agreement, Buyer shall pay a deposit of \$10,000.00 to Seller on or before two (2) business days after the Effective Date, failure of which will cause this agreement to automatically terminate and any deposit received shall be returned to Buyer. Deposit, together with any interest earned thereon, shall be applied toward Sales Price at closing if Buyer purchases the Premises; otherwise Deposit shall be disbursed pursuant to Paragraph 5, below.
4. **DEED.** Seller shall convey the Premises to Buyer by Quit Claim Deed with clear and marketable title, subject to all easements recorded in said registry at Book 525, Page 556, and Book 592, Page 285.
5. **CLOSING.** Seller shall convey the Premises to Buyer at a closing which will take place at an agreed upon location on or before January 27, 2021. *IF BUYER FAILS TO CLOSE THROUGH NO FAULT OF SELLER, SELLER SHALL RETAIN THE DEPOSIT AND THIS AGREEMENT SHALL BE TERMINATED.*

C:\Users\g_r_d\AppData\Local\Temp\P&S.12.22.2020.doc

Buyers' Initials: GRD

Sellers' Initials: _____

6. **POSSESSION.** Seller shall deliver possession of the Premises to Buyer as of the date of closing in AS IS condition, subject to all tenants in possession, if any at all.

7. **TITLE.** Buyer may, at its sole cost and expense, cause the title to the Premises to be examined. If upon examination of title, Buyer, or its representative finds that the title to the Premises is not good and marketable then the Buyer may, at its option, rescind this Agreement by written notice to Seller by on or before fifteen (15) days after the Effective Date, in which event the Deposit will be returned to Buyer and neither party hereto will have any further rights or duties hereunder, or Buyer may, at its option, proceed with the purchase by taking such title as Seller can convey without any diminution in the Purchase Price. If Buyer does not so rescind and does not also give notice to Seller of dissatisfaction in title by that date, this contingency is waived.

8. **PRORATIONS.** Any prepaid rents for the month of closing and any outstanding real estate taxes, water, sewer, or municipal assessments outstanding at the time of closing will be prorated at time of Closing.

9. **SELLER'S DISCLOSURE RELATIVE TO RADON GAS, LEAD PAINT and ARSENIC** (Pursuant to N.H. R.S.A. 477:4-a):

(a) **Radon Gas:** Radon Gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.

(b) **Lead Paint:** Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

(c) **Arsenic:** Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well.

10. **BROKER/AGENCY.** The parties agree that there is no real estate broker or agent involved in this transaction and if any claim on behalf of any other broker or agent is made or upheld, then the party against or through whom such claim is made, shall defend, indemnify, and hold the other harmless against any damages, costs without limitation, or reasonable attorney's fees.

11. **INSURANCE/OTHER HAZARDS.** Seller shall keep the property insurance (by policy or self-insured) through day after closing in amounts and terms as it is now insured, if at all.
12. **GOVERNING LAW.** The interpretation of this Agreement and the rights and obligations of the Buyer and Seller hereunder will be governed by the laws of the State of New Hampshire.
13. **SUCCESSION.** The provisions and agreement herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, legal representatives, and assigns.
14. **INTEGRATION.** All of the representations, statements and agreement heretofore made between the parties are merged into this Agreement which alone fully and completely expresses their respective obligations, and this Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this Agreement made by the other or on his behalf.
15. **INSPECTION:** This is an "as is, where is sale" and Buyer waives all right to rescind this agreement based on dissatisfaction with any inspection or condition of the Premises, and Buyer shall purchase this property subject to any and all defects (except for title) known and unknown.
16. **FINANCING.** There is no financing contingency. This is a "cash" purchase.
17. **SPECIAL TERMS**
- (a) "Post-closing Deadline" shall mean that day which is 395 days after the closing date, exclusive of day of closing.
 - (b) "Work" shall mean pulling building permits, conducting fit-up, rehab and repair of the improvements on and at the Premises, including the building, walkway, and driveway in order to complete work necessary to obtain Certificate of Occupancy for the Premises as a 3-family residential building.
 - (c) Buyer shall have the right until the end of day on the Post-closing Deadline to complete the Work without being required to obtain any variance, waiver, site plan approval, or other departmental relief from the City of Manchester.
 - (d) The City of Manchester is estopped from requiring variance relief, planning waivers or site plan approvals be first obtained before the Work can be done or building permits or Certificates of Occupancy issued.

C:\Users\g_r_d\AppData\Local\Temp\P&S.12.22.2020.doc

Buyers' Initials: GRD

Sellers' Initials: _____

(e) Any work after the Post-closing Deadline, will be subject to normal protocols, variances, approvals and permits to address any zoning deficiencies, planning waivers, or site plan approvals which arise from proposed changes to the Premises which were not addressed as "Work".

(f) The rights and conditions of subsection (a), (b), (c), (d) and (e) shall survive closing.

18. SELLER DELIVERABLES:

WITHIN FIVE (5) DAYS OF EFFECTIVE DATE:

- (a) Copies of all current (and expired if Tenants are still occupying) leases and rental agreements;
- (b) Rent Roll, showing begin and end dates of rental, current rent, arrearage, security deposit, undisbursed income interest earned on security deposit;
- (c) Status of any landlord tenant litigation or eviction going on and whether tenant gave to Landlord a CDC Tenant Declaration.

AT CLOSING:

- (a) Deed;
- (b) Assignment of Leases
- (c) Transfer of Security Deposit Statements and transfer of security deposits
- (d) Proration of Rents

19. MISCELLANEOUS

Survival. All representations, warranties and agreements of Seller and Buyer contained in or referenced by this Agreement shall not remain operative or in full force and, shall not survive the Closing, but shall merge upon passing of the Deed, with the exception of warranty of title, and terms and conditions relating to the Deposit.

Modification. This Agreement cannot be changed, amended, or modified in any way except by an instrument in writing, executed by the party or parties to be charge with the change, amendment, or modification.

Notices and Requests. Any notice, request, instruction, or other document given or required to be given hereunder shall be in writing and shall be deemed given when hand-delivered or deposited in the mail by registered or certified mail, postage prepaid, to the parties at their addresses set forth above or at such other address or addresses as the parties shall by like manner notify each other from time to time.

Binding Effect. This Agreement shall be binding upon and for the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

Litigation Expense. In the event either party hereto commences litigation against the other to enforce its rights hereunder, the prevailing party in such litigation shall be entitled to recover from the other its reasonable attorney's fees and expenses incidental to such litigation.

Required Notices. The statutory notices and Seller's Disclosures annexed hereto are made a part hereof.

IN WITNESS WHEREOF, the parties execute this Agreement this ____ day of December, 2020.

BUYER: G. ROBERT DUPERRON

By: G Robert Duperron
Name: G. Robert Duperron
Date: December , 2020
Phone: 603-512-6663
Email: G-R-D@comcast.net

Jeanne Duperron
Witness:

C:\Users\g_r_d\AppData\Local\Temp\P&S.12.22.2020.doc

Buyers' Initials: GRD

Sellers' Initials: ____

SELLERS: CITY OF MANCHESTER

By: _____

Name: Joyce Craig

Title: Mayor

Date: December __, 2020

Phone:

Email:

Witness:

Witness:

C:\Users\g_r_d\AppData\Local\Temp\P&S.12.22.2020.doc

Buyers' Initials: GRD

Sellers' Initials: _____

SELLER DISCLOSURE

SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PREMISES OR IMPROVEMENTS THEREON, OTHER THAN:

SECTION 1: WATER SUPPLY (RSA 477:4-C AND 4-D)

It is served by municipal water which has been tested during Seller's period of ownership.

SEWAGE DISPOSAL SYSTEM (RSA 477: 4-c and 4-d)

It is served by municipal water which has been tested during Seller's period of ownership

INSULATION (RSA 477: 4-d)

Please describe, in detail, the types and locations of insulation in the property:

	Where Located	Type
Attic or Cap	_____	_____
Wall Cavities	_____	_____
Exterior walls	_____	_____
Crawl space	_____	_____
If property is insulated, was insulation installed during your ownership? _____		
If yes, when? _____		
Comments/Other _____		

LEAD BASEMENT PAINT (Current or previously existing)

Is there now, or has there ever been, lead-based paint on this property? Yes____ No____
Unknown_____

If yes: Source of information: _____

Are you aware of any cracking, peeling, or flaking lead-based paint? Yes____ No____

Comments: _____

HAZARDOUS MATERIALS

UNDERGROUND STORAGE TANKS - Current or previously existing:

Are there now, or have there ever been, any underground storage tanks on your property?

Yes _____ No _____ Unknown _____

If yes: Are tanks currently in use? Yes _____ No _____

If not: How long have tank(s) been out of service? _____

What materials are, or were, stored in the tanks: _____

Age of tanks: _____

Have you experienced any problems such as leakage? Yes _____ No _____

If yes: describe _____

ASBESTOS - Current or previously existing

* as insulation on the heating system pipes or ducts? Yes _____ No _____ Unknown _____

* In the siding? Yes _____ No _____ Unknown _____

*in the roofing Yes _____ No _____ Unknown _____

*in flooring tiles? Yes _____ No _____ Unknown _____

If yes: source of information: _____

Comments: _____

RADON / AIR - Current or previously existing:

Has this property been tested? Yes _____ No _____ Unknown _____

If yes: Date: _____ By: _____

Results: _____

If applicable, what remedial steps were taken? _____

Has the property been tested since remedial steps? Yes _____ No _____

Are test results available? Yes _____ No _____

Comment _____

RADON / WATER - Current or previously existing

Has the property been tested? Yes _____ No _____ Unknown _____

If yes: Date: _____

Results: _____

If applicable, what remedial steps were taken? _____

Has the property been tested since remedial steps? Yes _____ No _____

Are test results available? Yes _____ No _____

Comment _____



St. Mary's Bank

200 McGregor Street, Manchester, NH 03102
1.888.786.2791

Treasurer's Check

54-14
114

No. 0000540530

12/23/20

\$10,000.00

*** TEN THOUSAND DOLLARS AND 00 CENTS ***

PAY

EXACTLY  10,000 Dollars 00 Cents

TO THE
ORDER
OF

CITY OF MANCHESTER

*

*

*RE: DEPOSIT ON 2 BETHEL COURT

VOID AFTER 6 MONTHS

AUTHORIZED SIGNATURE

⑈0000540530⑈ ⑆011400149⑆ 90348416⑈

Posteo

G Robert Duperron
PO Box 5653
Manchester, NH 03108
(603)512-6663
G_R_D@comcast.net

January 6, 2021

ATTN: Brenda
City of Manchester
Tax Collectors Office
1 City Hall Plaza
Manchester, NH 03101

To: Land and Buildings Committee

This letter is regarding a purchase and sales agreement I submitted for 2 Bethel Court on December 23, 2020. After the PS was submitted I received a phone call from Brenda from the tax collector's office. She stated that there may be an issue with section 17 cited SPECIAL TERMS and if I would consider removing that section.

I would like to clarify my intent with this section. This property has been abandoned and uninhabited for at least two years. Because of this period of time the city could require variances to restore the property back to a three family which it had been for thirty years or more. I believe the property would not be in compliance for parking and possibly other reasons. Another issue is if the property has to meet all regulation for new construction the electrical would not have sufficient outlets in all the rooms to meet newer codes. Fire codes are also more stringent for new construction versus existing properties.

I am willing to obtain any city permits that are necessary to restore and rehabilitate the property but I want the property treated as an existing three family. It would not be in my best interest to purchase this property and be unable to restore the property to its previous state.

Yours Truly,

G Robert Duperron